

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: 5/19/04

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

AGENDA ITEM WORDING: Approval of Exhibit 'A' to the amendment of the Rental Car Concession Agreement for DTG Operations at the Key West International Airport.

ITEM BACKGROUND: The amendment to the DTG agreement was approved by the Board on 2/18/04, without Exhibit A being attached.

PREVIOUS RELEVANT BOCC ACTION: Approval of amendment to DTG Rental Car Concession Agreement. 2/18/04.

CONTRACT/AGREEMENT CHANGES: Exhibit A contains copies the of original Rental Car agreement, and amendments.

STAFF RECOMMENDATION: Approval

TOTAL COST: None

BUDGETED: N/A

COST TO AIRPORT: None

SOURCE OF FUNDS: N/A

COST TO PFC: None

COST TO COUNTY: None

REVENUE PRODUCING: Yes

AMOUNT PER YEAR: Approx. \$84,000.00

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DIRECTOR OF AIRPORTS APPROVAL _____


Peter J. Horton

DOCUMENTATION: Included X

To Follow

Not Required

AGENDA ITEM #

D33

DISPOSITION: _____

/bev
APB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: DTG

Revenue Producing

Effective Date: 10/15/03

Expiration Date: 6/30/14

Contract Purpose/Description: Approval of Exhibit A to amendment to DTG Rental Car Concession Agreement (Amendment to Rental Car Agreement was approved by the Board 2/18/04, without the exhibit attached)

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/Courier Stop)

for BOCC meeting on: 5/19/04

Agenda Deadline: 5/4/04

CONTRACT COSTS

Total Dollar Value of Contract: N/A

Current Year Portion: N/A

Budgeted? N/A

Account Codes: N/A

Grant: N/A

County Match: N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: N/A
(not included in dollar value above)

For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>4/23/04</u>	() (X)	<u>RTH</u> Peter Horton	<u>4/23/04</u>
Risk Management	<u>4/16/04</u>	() (X)	<u>Bill Graham</u> William Grumhaus	<u>4/16/04</u>
O.M.B./Purchasing	<u>1/1/</u>	() ()	<u>Sheila A. Barker</u> Sheila Barker	<u>4/23/04</u>
County Attorney	<u>1/1/</u>	() ()	<u>Rob Wolfe</u> Rob Wolfe	<u>1/16/04</u>

Comments: _____

EXHIBIT 'A'
CONCESSION AGREEMENT

AMENDMENT TO RENTAL CAR CONCESSION AGREEMENT

THIS AMENDMENT AGREEMENT is entered into this 15th day of July, 2003 by and between Monroe County, a political subdivision of the State of Florida (County) and DTG Operations, Inc., f/k/a Dollar Rent A Car, (DTG) *Systems, Inc.*

WHEREAS, the County is the owner of Key West International Airport (KWIA);

WHEREAS, DTG is, and has been, a tenant at KWIA since 1987 providing the traveling public with rental vehicles;

WHEREAS, the concession agreement between the parties will expire on June 30, 2004;

WHEREAS, the lease between the parties for the service facility dated September 15, 1987, will also expire on June 30, 2004;

WHEREAS, in consideration for a 10 year extension of the concession agreement and service facility lease, DTG will undertake certain capital improvements at KWIA that benefit the County, the public using KWIA and DTG; and

WHEREAS, the County desires to extend the term of DTG's concession agreement and service facility lease by an additional 10 years; now, therefore

In consideration of the mutual covenants and promises set forth below, the County and DTG agree as follows:

1. The concession agreement between the parties dated July 7, 1987, as amended on January 3, 1989 and September 24, 2000, hereafter original concession agreement, is attached to this amendment agreement as Exhibit A and made a part of it. The service facility lease agreement between the parties dated September 15, 1987, as amended on October 16, 2002, hereafter the original service facility lease, is attached to this amendment as Exhibit B and made a part of it.

2. DTG, at its own expense, agrees to construct the following on its leased premises at KWIA: drainage and paving; restroom upgrade; fencing replacement and auto gate; and landscaping. The improvements are more particularly described on Exhibit C which is attached to and incorporated into this amendment agreement. The improvements described in this paragraph and in Exhibit C must be completed by June 30, 2004, unless the time for completion is extended by the KWIA Director for reasons beyond the control of DTG.

3. The lease terms of the original concession agreement and the original service facility lease are hereby extended until June 30, 2014.

4. Paragraph 3(a) of the original concession agreement is amended to read:

3. a) Rental rate for the counter space of 108 square feet is \$25.06 per square foot, which is \$2,706.48 per year or \$225.54 per month for July 1, 2004 - June 30, 2005. Rental rate for office space of 110 square feet is at

\$17.88 per square foot, which is \$1,966.80 per year or \$163.90 per month for July 1, 2004 - June 30, 2005. The rental rate for upstairs office space of 140 square feet (Room 209) is \$17.88 per square foot; which is \$2,503.20 per year or \$208.60 per month for July 1, 2004 - June 30, 2005. Thereafter, the counter rental rate and the rental rate for the office spaces will adjust annually, effective July 1 of each year, by a percentage equal to the percentage increase in the CPI for urban consumers for the preceding calendar year. In the event of a deflationary CPI, no adjustment in the rental rates will be made. The rental payments are payable in advance on or before the first business day of each month if paid monthly or on or before the first business day of July if paid annually. DTG shall be responsible for any sales or use taxes assessed on the lease rental payments.

5. Paragraph 3 of the original service area lease is amended to read:

3. The monthly rental for the period July 1, 2004 - June 30, 2005 is \$4562.94 per month, payable in advance on the first business day of each month. Thereafter, the service area rental rate will adjust annually, effective July 1 of each year, by a percentage equal to the percentage increase in the CPI for urban consumers for the preceding calendar year. In the event of a deflationary CPI, no adjustment in the rental rates will be made. DTG shall be responsible for any sales or use taxes assessed on the lease rental payments.

6. Except as set forth in this amendment, all other terms and conditions of the original concession agreement and the original facility lease remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

(SEAL)

Attest:

By _____
Title Vicki J. Vaniman
Secretary

JairDollar-DTG

DTG OPERATIONS, INC.

By _____
Title John J. Foley
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY ROBERT WOLFE
DATE 7-10-03

EXHIBIT 'A'

THIS AMENDMENT to a rental car concession agreement is entered into by and between Monroe County, Florida (Lessor) and Dollar Rent A Car Systems, Inc. (Lessee). Copies of the original car concession agreement between the parties dated July 7, 1987, as amended by the addenda dated November 3, 1987, and January 3, 1989, (collectively, the original agreement) are attached to this amendment and incorporated into it.

In consideration of the mutual covenants and promises set forth below, the Lessor and Lessee agree as follows:

1. Pursuant to Paragraph 3 of the July 7, 1987 agreement, the rental rate for the Lessee's counter space and office space are established as:

- a) Counter space - 108 square feet at \$22.25 per square foot, which is \$2,403.00 per year or \$200.25 per month.
- b) Office space - 110 square feet at \$15.88 per square foot, which is \$1,746.80 per year or \$145.57 per month.
- c) Upstairs office space - Room 209 - 140 square feet at \$15.88 per square foot, which is \$2,223.20 per year or \$185.27 per month.

The parties acknowledge that occupation of the premises described above began on July 1, 1999.

2. The rates set forth in paragraph one are in effect from January 1, 2000 through December 31, 2001, at which time the rates will again be adjusted as provided for in paragraph 3(a) of the July 7, 1987 agreement.

3. The premises as depicted in the original Exhibit A are hereby modified to that depicted in the new Exhibit A which is attached and incorporated herein.

4. Except as provided in paragraphs one, two, and three of this amendment, in all other respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20th day of February, 2000.



ATTEST: DANNY L. KOLHAGE, CLERK

By James H. Harnish
Deputy Clerk

(SEAL)

Attest:

By Vicki J. Vaniman
Title Secretary
jdairdollar

BOARD OF COUNTY COMMISSIONERS,
OF MONROE COUNTY, FLORIDA

By George R. Nease
Mayor/Chairman

DOLLAR RENT A CAR SYSTEMS, INC.

By Dean W. Strickland
Title V.P., Properties & Concessions

ADDENDUM TO RENTAL CAR CONCESSION AGREEMENT

THIS ADDENDUM is entered into this 3rd day of January, 1989, by and between MONROE COUNTY, political subdivision of the State of Florida, as LESSOR, and Sundance Carriage Corp., d/b/a DOLLAR RENT A CAR OF KEY WEST, as LESSEE, in order to amend that certain Rental Car Concession Agreement entered into by the parties, and dated September 15, 1987, a copy of which agreement is attached to (and made a part of) this Addendum.

The parties hereby amend the Agreement dated September 15, 1987, by adding to that Agreement the following new paragraph 1A, immediately following existing paragraph 1, and immediately preceding existing paragraph 2.

1A. Additional Premises - LESSOR hereby leases to LESSEE an area for use as office space, consisting of one hundred sixty (160) square feet, in a location as agreed upon and designated by the parties. The rent for this space shall be nine dollars and fourteen cents (\$9.14) per square foot per year, or a total of one thousand, four hundred sixty-two dollars and forty cents (\$1,462.40) per year. This rent for this additional space shall be paid in equal monthly installments, due and payable, in advance, on the first day of each calendar month, or on such other date as the parties may, in writing, agree. The LESSEE shall be responsible for, and shall pay for, electricity supplied to this additional space. The lease of this additional space shall commence, and become effective, as of August 1, 1988, notwithstanding the fact that the parties may execute this addendum on a later date. The lease of this additional space shall continue, from month to month, until the earlier of (1) the termination of the Agreement dated September 15, 1987, or (2) an agreement, in writing, by the parties to terminate the lease of this additional space. To the extent that they are not inconsistent with the terms of this paragraph, the terms and conditions of all other paragraphs in the Agreement dated September 15, 1987, shall apply to the additional space leased pursuant to this

EXHIBIT 'A'

KEY WEST INTERNATIONAL AIRPORT

TERMINAL BAGGAGE CLAIM AREA

BAGGAGE YARD

DEPLANING

LOCKERS

MENS
105

WOMENS 104

CONVEYOR

BAGGAGE
CLAIM
108

DISPLAY WITH
HANDS ABOVE

8 X 13.6

DOLLAR
8 X 13.9

SECURITY
111

STAIRS

THIS AGREEMENT, made and entered into this 7th day of July, 1987, by and between Monroe County, a political subdivision of the State of Florida (hereinafter called "Lessor"), and Sundance Carriage Corp. d/b/a Dollar Rent A Car of Key West, qualified to do business in the State of Florida (hereinafter called "Lessee");

WHEREAS, Lessor desires to grant to Lessee a non-exclusive right to operate an automobile rental concession at and from Key West International Airport at Key West, Florida (hereinafter called the "Airport"); and

WHEREAS, Lessor and Lessee desire, in connection with said operations, to provide for the leasing by Lessor to Lessee of certain space in and around the Airline Terminal at the Airport for the establishment of a Rental Car Concession to accommodate the Lessee's customers and provide space for the temporary placement of rental ready vehicles and for other purposes in connection with said operations, all as hereinafter more specifically provided;

NOW, THEREFORE, in consideration of the premises and of mutual covenants and promises hereinafter contained, the parties hereto do hereby agree as follows:

1. Premises - Lessor hereby leases to Lessee for its non-exclusive use the rental car counter located in the airline terminal Key West, Monroe County, Florida, said counter containing 70 square feet, to be replaced by a new 288 square foot counter/back office area as shown on Exhibit A, attached hereto and made a part hereof; and in addition thereto, hereby provides 30 rental car ready spaces as reflected by the attached Exhibit B in area designated "Rental Car Ready Area".

2. Term - This Agreement is for a term of five years, commencing October 15, 1985. *Amended - Effect = new & improved space*

at the following scheduled rates and fees:

(a) Counter Rental: Counter space rental will be paid for at the following rates:

Key West International Airport - \$11.12/sq.ft./annum.
Counter rental space includes that space physically enclosed by the counter, side partitions and back-wall. These rates, which are currently equal to the airline rental rate for publicly exposed space, will be adjusted biennially. This rate includes the operating and maintenance expense directly related to the airline terminal cost center plus allocated administrative cost plus return on investment. In 1984 airline terminal operating, maintenance and allocated administrative costs accounted for \$7.09 of the \$11.12 rate at Key West. The biennial adjustment will equal the actual percentage increase, not to exceed 10%, in the operating, maintenance and administrative components of the floor rental rates.

(b) Ready Spaces: No charge.

(c) Concession Fee: Guaranteed minimum annual concession fee for each contract year of the five (5) year term of this concession agreement shall be in the following amounts:

For the First year of said term:	\$17,748.00	7/87
For the Second " " " "	18,252.00	7/88
For the Third " " " "	37,500.00	7/89
For the Fourth " " " "	38,496.00	7/90
For the Fifth " " " "	39,504.00	7/91

The Lessee agrees to pay monthly ten (10) percent of gross revenues for the previous month or one twelfth (1/12) the guaranteed annual minimum, whichever is greater. In the event, the total amount paid during any one year period, under this method, exceeds ten

to the lessee for the next subsequent period or, at the end of the fifth year, reimbursement will be made within thirty days.

(d) Rebate Program. The rebate program, along with the payment procedures for Counter Rental and Concession Fees must be reported as indicated on "Exhibit C" attached hereto.

A performance bond in the amount of \$25,000 (twenty five thousand dollars) shall be provided the Board of County Commissioners and shall be held in escrow as security to ensure conformance with the Contract Provisions. It is not the intent of the County to call the bond for rental payments unless there is a violation of the Contract.

4. Definition of Gross Receipts - As used herein, the term "gross receipts" shall mean the total sum of money, from charges for net time, mileage, and personal accident insurance, paid or payable, whether by cash or credit, (after any discount specifically shown on the car rental agreement), by the customer to concessionaire for or in connection with the use of vehicle contracted for, delivered or rented to the customer at the airport, regardless of where the payment is made or where the vehicle is returned. The concessionaire for the purpose of its concession rentals shall report all income, both cash and credit, in its monthly gross receipts statement.

5. Accounting Procedures - The concessionaire shall keep records of all sales and revenues, whether for cash or credit, whether collected or not from its operations in a manner generally accepted as standard to the automobile rental industry located on airports. Lessee agrees to operate its business upon the airports so that a duplicate rental agreement invoice, serially pre-numbered, shall be issued for each sale or transaction whether for cash or credit. Lessee further agrees that it will make available to Monroe County, a full and complete book of accounts and other records required by the County to

the Finance Director or other authorized representative, shall have the right to inspect and audit the concessionaire's books of accounts and other records in Monroe County, Florida. Knowingly furnishing the County a false statement of its gross sales under the provisions hereof will constitute a default by concessionaire of this agreement and the County, may at its option, declare this contract terminated.

6. Abatement of Minimum Guarantee - In the event that (1) for any reason the number of passengers deplaning on scheduled airline flights at the airport during any period of thirty (30) consecutive days shall be less than sixty percent (60%) of the number of such deplaning passengers in the same period in the preceding calendar year, or in the event that (2) in the opinion of the Board of County Commissioners, the operation of Lessee's car rental business at the airports is affected through no fault of Lessee by shortages or other disruption in the supply of automobiles, gasoline, or other goods necessary thereto, and said shortages or other disruption results in the material diminution in Lessee's gross receipts hereunder for a period of at least thirty (30) days, and said shortage or other disruption is not caused by a labor dispute with Lessee, such diminution to be satisfactorily demonstrated by Lessee to the Board of County Commissioners then, in either event, the Minimum Guarantee Fee should be abated for the period of time such condition continues to exist. During said period of time, Lessee shall continue to pay to airport ten (10%) of gross receipts from the operations hereunder as hereinbefore defined.

7. Rental Reimbursement - In consideration for the concessionaire paying for the demolition of the existing rental counter/office area and the construction of the new counter and back office area which shall mean outside walls, interior counter shell and supporting back office wall, connecting doors and the paving of the rental car ready area at Key West, which the County acknowledges is its responsibility, the monthly

contractors for work actually performed on the counter office area at Key West including materials furnished or labor performed in connection therewith. The County will contract for the paving of the rental car ready area. Minimum annual guarantee, percentage fee and square footage rental rate will be fully abated until the concessionaire's prepayment of the construction cost of the ready car area paving and rental counter/back office area are recovered. The concessionaire shall cause the keeping of records that will clearly distinguish between cost associated with the construction of the counter shell and leasehold improvements. The cost of construction will be shared by all concessionaires equally.

8. Investment by the Lessee - All leasehold improvements and their titles shall vest immediately in Monroe County upon their acceptance by the County. Furniture, furnishings, fixtures and equipment will remain the personal property of concessionaire and may be removed upon termination of the agreement, provided all its accounts payable to the County are paid at that time, or in the event the County does not purchase same.

9. Leasehold Improvements - Lessee has the right during the term hereof, at its own expense, at any time from time to time:

to install, maintain, operate, repair, and replace any and all trade fixtures and other personal property useful from time to time in connection with its operations on the Airport, all of which shall be and remain the property of Lessee and may be removed by Lessee prior to or within a reasonable time after expiration of the term of this Agreement, provided, however, that Lessee shall repair any damage to the premises caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute Lessee a hold-over, but all such property not removed within ten (10) days after Lessee receives a written demand

Leasehold improvements shall include any installation of walls, partitions, doors and windows, any electrical wiring, panels, conduits, service connections, receptacles or lighting fixtures attached to walls, partitions, ceilings, or floor, all interior finish to floors, walls, doors, windows or ceilings; and all floor treatments or covering, other than carpeting, that is affixed to floors; sanitary disposal lines and sinks, commodes, and garbage disposal units; all heating, air treatment or ventilating distribution systems, including pipes, ducts, vent-hoods, air handling units and hot water generators; and all refrigerator rooms or vaults and refrigerated waste rooms including refrigeration or ventilating equipment included with same. Any furniture, fixtures, equipment, carpeting and draperies not classified as leasehold improvements above shall be the personal property of the concessionaire.

10. Damage and Injury - Lessee covenants, that it and all of its agents, servants, employees, and independent contractors, will use due care and diligence in all of its activities and operations at the airport(s) and the concessionaire hereby agrees to repay or be responsible to Monroe County for all damages to the property of the County which may be caused by an act or omission on the part of the concessionaire, its agents, servants, or employees and except to the extent that such damage to the property is covered by insurance required to be provided by the concessionaire under any provisions hereof, or is provided by the concessionaire under any provisions hereof, or is provided by Monroe County (except subrogation rights of the County's carrier) concessionaire shall pay, on behalf of the County, all sums which the County shall become obligated to pay by reason of the liability, if any, imposed by law upon the County for damages because of bodily injury, including damages for care and loss of service, including death at any time resulting from bodily injury and because of injury to/or destruction of property, including the loss or use thereof which may be caused by or result from any of

11. Other Development of Airport - Monroe County reserves the right to further develop or improve the landing area of the airports as it sees fit, regardless of the desires or views of the concessionaire, and without interference or hindrance, provided; however, that in no event can the County deprive the concessionaire of reasonable and direct routes of ingress and egress to the premises.

12. Terminal Area Planning - Lessee acknowledges that Monroe County has Master Plans including terminal area revisions. Lessee hereby agrees to cooperate to the fullest with the County, especially in those areas of terminal improvements which may at some time cause relocation of rental car facilities. The County will provide space for rental car facilities in any new terminal area. Costs for relocation will be borne by the County.

13. Utilities - Electricity and water will be supplied to the leasehold area by the Lessor. A monthly fee will be charged for the use of a trash dumpster which will be shared by all airline terminal tenants.

14. Lessee's Obligations - Lessee covenants and agrees:

(a) to pay the rent and other charges herein reserved at such times and places as the same are payable;

(b) to pay all charges for the trash dumpster assessed to him;

(c) to make no alterations, additions, or improvements to the demised premises without the prior written consent of Lessor, which consent shall not be unreasonable withheld;

(d) to keep and maintain the demised premises in good condition, order, and repair during the term of this Agreement, and to surrender the same upon the expiration of the term in the condition in which they are required to be kept, reasonable wear and tear and damage by casualty, not caused by Lessee's negligence, riot and civil commotion, excepted;

(e) to observe and comply with any and all requirements of the constituted public authorities and with all federal,

... but not limited to, rules and regulations promulgated from time to time by or at the direction of Lessor for administration of the Airport;

(f) to pay all taxes assessed or imposed by any governmental authority upon any building or other improvements erected or installed on the demised premises during the term of this Agreement;

(g) to carry fire and extended coverage insurance, if obtainable, on all fixed improvements erected by Lessee on the demised premises to the full insurable value hereof, it being understood and agreed that for purposes hereof the term "full insurable value" shall be deemed to be that amount for which a prudent owner in like circumstances would insure similar property, but in no event an amount in excess of Lessee's original cost of constructing said fixed improvements; and,

(h) to control the conduct, manner, and appearance of its officers, agents and employees, and any objection from the Director of Airports concerning the conduct, manner or appearance of such persons, concessionaire shall forthwith take steps necessary to remove the cause of the objection.

15. Lessor's Inspection and Maintenance - Lessor and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the demised premises for the following purposes:

(a) to inspect the demised premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this agreement with respect thereto; or

(b) to perform essential maintenance, repair, relocation, or removal of existing underground and overhead wires, pipes, drains, cables and conduits now located on or across the demised premises, and to construct, maintain, repair, relocate and remove such facilities

...however, that said work shall in no event disrupt or unduly interfere with the operations of Lessee, and provided further, that the entire cost of such work, including but not limited to the cost of rebuilding, removing, relocating, protecting or otherwise modifying any fixed improvements at any time erected or installed in or upon the demised premises by Lessor, Lessee or third parties, as a result of the exercise by Lessor of its rights hereunder, and the repair of all damage to such fixed improvements caused thereby, shall be borne solely by Lessor.

16. Indemnification - Lessee shall indemnify and hold Lessor forever harmless from and against all liability imposed upon Lessor by reason of legal liability for injuries to persons, or wrongful death, and damages to property caused by Lessee's operations or activities on such premises or elsewhere at the Airport, provided that Lessor shall give Lessee prompt and timely notice of any claim made against Lessor which may result in a judgment against lessor because of such injury or damage and promptly deliver to Lessee any papers, notices, documents, summonses, or other legal process whatsoever served upon Lessor or its agents, and provided, further, that Lessee and its insurer, or either of them, shall have the right to investigate, compromise, or defend all claims, actions, suits, and proceedings to the extent of Lessee's interest therein; and in connection therewith the parties hereto agree to faithfully cooperate with each other and with Lessee's insurer or agents in any said action.

17. Liability Insurance - The Lessee agrees to indemnify and hold the County of Monroe free and harmless from any and all claims, suits, loss or damage, or injury to persons or property of whatsoever kind and nature in its operation, construction, and maintenance of this concession or in the exclusively occupied area of the concessionaire.

and to the limits specified in paragraphs (1) through (4) inclusive below.

The Lessee shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of the types and to the limits specified in paragraphs (1) through (4) inclusive below. It shall be the responsibility of the concessionaire to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

(1) Workmen's compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. In addition, the policy must include Employers' Liability with a limit of \$100,000 each accident.

(2) Comprehensive General Liability - Coverage must include:

a. Minimum limits of \$100,000 per person and \$300,000 per occurrence for Bodily Injury Liability and \$25,000 for Property Damage Liability.

b. Premises and/or Operations.

c. Independent Contractors.

d. Products and/or Completed Operations.

e. Additional Insured - Monroe County is to specifically be included as an additional insured (including products).

(3) Business Auto Policy - Coverage must include:

a. Minimum Limits of \$100,000 per person and \$300,000 per occurrence for Bodily Injury Liability and \$25,000 for Property Damage Liability.

b. Owned Vehicles.

c. Hired and Non-Owned Vehicles.

d. Employer Non-Ownership.